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LISA SMITH, COUNTY RECORDER  
MADISON COUNTY IOWA

✓ Prepared By: Mike Hackett, P.E. & P.L.S., Madison County Engineer, 1105 E. Court Ave., Winterset, Iowa 50273, Phone: (515) 462-1136

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

THIS AGREEMENT made and entered into this 12 of AUGUST, 2022 A.D.  
by and between ROMAN RICHARD AVILA & RACHEL RENEE SPENNER of the County of Madison, State of  
Iowa, party of the first part and the Madison County Board of Supervisors acting for Madison County, party of the  
second part.

WITNESSETH:

For good and valuable consideration, the party of the first part hereby agrees to give an temporary  
construction easement to the County for the construction of a Public Highway, the real estate situated in the County  
of Madison, State of Iowa, to wit:

In Section 11 Township 74N Range 27W Beginning  
at:  
Station 94+00.00 to Station 98+00.00 a strip 100.00 feet wide Right side, from  
Station 98+00.00 to Station 98+40.49 a strip 100.00 - 161.17 feet wide Right side, from  
Station 98+40.49 to Station 100+99.66 a strip 161.17 - 153.00 feet wide Right side, from

Measured from centerline of proposed highway as shown on plans and or Right of Way Acquisition Plat for  
Project No. BRS-SWAP-2215(601)--FF-61.

Party of the first part consents to any changes of grade of the public Highway and accepts payment under this  
agreement for any and all damages arising therefrom. Party of the first part acknowledges full settlement and  
payment from the County for all claims per the terms of this agreement and discharges the County from any liability  
because of this agreement and the construction of this public improvement project.

Party of the first part shall permit County forces or agents to enter upon the above-described real state  
for the purpose of constructing a new bridge, shaping the slopes of the waterway and placing riprap on waterway  
slopes. The areas disturbed by the construction shall be reseeded. The details and direction for installing a  
constructing a new bridge, shaping the slopes of the waterway, placing riprap on waterway slopes and reseeding are  
shown on the plans for Project No. BRS-SWAP-2215(601)--FF-61. See the attached plan sheet for reference.

The party of the second part agrees to remove fence and trees on the above-described real state.

The party of the second part agrees to purchase the right of temporary easement for the above-described real  
state and pay for the replacement of the existing fence. Settlement and payment is as follows:

Approximately <u>0.60</u> acres at \$ <u>5,874.53</u> per acre	\$ <u>3,524.70</u>
Approximately _____ rods of new fence at \$ _____ per rod	\$ <u>0.00</u>
Other: _____	\$ <u>0.00</u>
Other: _____	\$ <u>0.00</u>
Other: _____	\$ <u>0.00</u>
Approximately _____ rods of temporary fence at \$ _____ per rod	\$ <u>0.00</u>
General Damage <u>Any and All</u>	\$ <u>1,000.00</u>

TOTAL.....\$ 4,524.72

It is agreed that the right of temporary easement granted by this agreement shall terminate upon the  
completion of this highway project.


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Should the acreage taken for highway or fencing be more or less than shown above, same is to be paid for at the agreed unit prices. Should the highway as finally located require none of the real estate described, this contract becomes null and void. Party of the first part agrees to pay all liens and assessments against the property including taxes payable to the date agreed. Party of the first part is hereby notified of their right of renegotiation pursuant to the provisions of Iowa Code Chapter 6B.

This contract will be null and void if a construction contract for the project is not entered into by Madison County by July 1, 2024.

IN WITNESS WHEREOF, Party of the First Part, does hereby set his/her/their hands to this instrument on this 12 day of AUGUST, 2022, at WINTERSSET, Iowa.

  
Name: ROMAN RICHARD AVILA

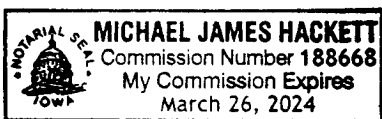
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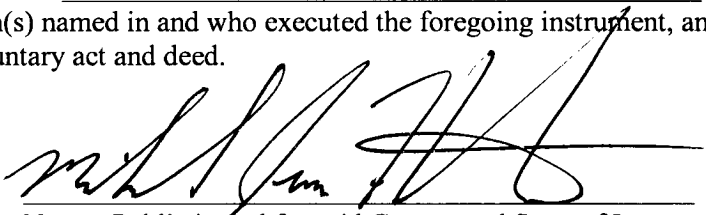
  
Name: RACHEL RENEE SPENNER

Party of the First Part

STATE OF IOWA            )  
  ) ss  
COUNTY OF MADISON    )

On this 12 day of AUGUST, 2022, before me, the undersigned a Notary Public in and for said County and State personally appeared ROMAN RICHARD AVILA & RACHEL RENEE SPENNER, to me known to be the identical person(s) named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.



  
Notary Public in and for said County and State of Iowa

**TEMPORARY CONSTRUCTION EASEMENT AGREEMENT**

IN WITNESS WHEREOF, the Party of the Second Part, does hereby set their hand to this instrument on this 23<sup>rd</sup> day of August, 2022, at Winterset, Iowa.

MADISON COUNTY  
BOARD OF SUPERVISORS

BY: [Signature]  
PHILLIP CLIFTON, Chairman

BY: [Signature]  
SHELLEY D. KASTER, Madison County Auditor

Party of the Second Part

STATE OF IOWA            )  
  ) ss  
COUNTY OF MADISON    )

On this 23<sup>rd</sup> day of August, 2022, before me, the undersigned a Notary Public in and for said County and State personally appeared PHILLIP CLIFTON and SHELLEY D. KASTER, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor, respectively, of the County of Madison, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its Board of Supervisors, under Roll Call Vote of the Board of Supervisors on the 23<sup>rd</sup> day of August, 2022, and PHILLIP CLIFTON and SHELLEY D. KASTER, acknowledged the execution of the instrument to be their voluntary act and deed, and the voluntary act and deed of the corporation, by it voluntarily executed.

[Signature]  
Notary Public in and for said County and State of Iowa

